

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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Antonio Sandoval,

Plaintiff,

-against-

WG & Associates Mgmt & Dev. LLC, WG
Associates 111 Street, LLC; William Guerrero,
and CDC E 105 ST Realty, LP

Defendants.
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: 18-cv-2477 (JMF)
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DEFENDANT'S ANSWER

Jury Trial Demanded

Defendants, by and through their attorneys, Clifton Budd & DeMaria, LLP, hereby respond to the enumerated paragraphs of the Amended Complaint as follows:

1. Admit the truth of the following numbered paragraphs of the Complaint: 15, 16.

2. Deny the truth of the following numbered paragraphs of the Complaint: 1, 2, 3, 5, 11, 12, 14, 17-124.

3. Lack knowledge or information sufficient to form a belief as to the truth of the following numbered paragraphs of the Complaint: 10, 13.

4. Neither admit nor deny the truth of the following numbered paragraphs of the Complaint, and refer all legal conclusions contained therein to the Court for resolution: 4, 6, 7, 8, 9.

5. As and for a First Defense, Plaintiff's claims are barred, in whole or part, by applicable periods of limitations.

6. As and for a Second Defense, the proposed class members are not similarly situated; the proposed class lacks numerosity and typicality required to maintain a class action;

questions of law and facts affecting individual class member predominate over common questions of law or fact; and no defendant has acted or refused to act on grounds generally applicable to the class; hence, class treatment is inappropriate.

7. As and for a Third Defense, the proposed class is so vaguely defined that the class cannot be reasonably identified, and thus cannot be maintained.

8. As and for a Fourth Defense, Plaintiff fails to state claims upon which relief can be granted, as they are not entitled to any monetary payments beyond what they have already been paid.

9. As and for a Fifth Defense, any violation of law on the part of Defendants was inadvertent or the product of neglect, and was not willful.

10. As and for a Sixth Defense, Plaintiff's claims are barred, in whole or in part, by the doctrines of waiver, estoppel, unclean hands and/or laches.

11. As and for a Seventh Defense, Plaintiff's claims are barred to the extent Plaintiff seeks recovery for activities not compensable, including traveling to and from the actual place of performance of the principal activities which Plaintiff is employed to perform, and activities which are preliminary and postliminary to said principal activities.

12. As and for and Eighth Defense, Defendants are entitled to a set-off for all travel time and other monies paid to Plaintiff for any hours not worked.

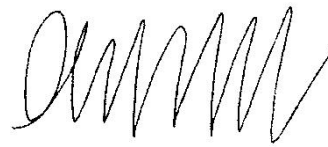
13. As and for a Ninth Defense, Plaintiff is not entitled to any monetary payments beyond what Plaintiff has already been paid.

14. As and for a Tenth Defense, the Individual Defendants are not "employers" under the FLSA or NYLL.

WHEREFORE, Defendants respectfully request that the Court dismiss the Amended Complaint in its entirety, grant Defendants their reasonable attorneys' fees and costs, and award such other and further relief as the Court deems proper and just.

Dated: July 17, 2018
New York, New York

Respectfully submitted,
CLIFTON BUDD & DeMARIA, LLP
Attorneys for Defendants

A handwritten signature in black ink, appearing to read 'A. Robb', written over a horizontal line.

By: _____
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